

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

No. 2:18-CV-0626-JB-KRS

BERT MADERA; MONTIE CAROL
MADERA; and PITCHFORK CATTLE
COMPANY, LLC,

Plaintiffs,

v.

R. BRIAN COKER; SCOTT W. JOHNSON;
OZARK ROYALTY CO., LLC; and
CHIRON FINANCIAL LLC,

Defendants.

JOINT DECLARATION OF BERT AND MONTIE CAROL MADERA

1. Our names are Rubert “Bert” Madera and Montie Carol Madera. We are each over the age of 18 years and competent to make this Declaration. We have personal knowledge of the matters set forth below.

2. We are the sole owners of Pitchfork Cattle Company, LLC (“Pitchfork”), which is the holding company for Pitchfork Ranch – a roughly 35,000-acre cattle ranch north of Jal, New Mexico, which has been in my family for five generations.

3. When we were asked to sign the contract with Ozark Royalty Co., LLC (“Ozark”), owned by our lawyer, R. Brian Coker, and another company called Chiron Financial LLC (“Chiron”), which is headed by Scott Johnson, Mr. Coker was acting as our attorney in several matters. The contract has been filed in this case as Exhibit C to the First Amended Complaint. Mr. Coker never advised us orally or in writing of our opportunity to retain independent counsel in entering the Contract, or of the desirability of doing so. Nor did we give

EXHIBIT

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informed consent, orally or in writing, to Mr. Coker's role in the transaction, despite the fact that Mr. Coker had been our lawyer for roughly a year at that point.

4. Additionally, Mr. Coker never advised us of the consequences or potential disadvantages of entering an agreement that could be enforced only in Texas court or the consequences of agreeing to the application of Texas law to the agreement. He did not advise us of any of the differences between Texas and New Mexico law that might bear on the rights of the parties to the contract.

5. Had we been informed of the consequences of agreeing to the forum selection and choice of law provisions in the contract, we would not have agreed to it. We also wouldn't have agreed to a contract to pay a commission to someone that we knew to be illegal.

Pursuant to 28 U.S.C. § 1746(2), we declare under penalty of perjury that the foregoing is true and correct. Executed on August 3, 2018.



Rubert "Bert" Madera



Montie Carol Madera